

OCEA – ANNUAL LEAVE PLAN PROVISIONS

PART IV

OCEA – MISCELLANEOUS PROVISIONS

- Section 1. Status of Limited-Term Employees (See Article III of the applicable MOU – General Personnel Provisions for complete text of Article.)
- A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article X, LAYOFF PROCEDURE, which accrue to employees in regular positions.
 - B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the Agency/Department Head shall become a limited-term regular employee.
 - C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of annual leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of annual leave accrual, retirement, layoff and new employee probation.
 - D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in E., below.
 - E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the Agency/ Department Head shall retain their former status and retain their layoff benefits in their former layoff unit. The Agency/Department Head shall make such an order in writing prior to the date of transfer or promotion.
- Section 2. Status on Reemployment (See Article X of the applicable MOU – Layoff Procedure for complete text of Article)
- A. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:
 - 1. Any unpaid annual leave left on the books when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.
3. All prior service shall be credited for the purpose of determining sick leave and vacation, earning rates and service awards.
4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.
5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Sections 1.B.1. and 1.B.2. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

Section 3. Workers' Compensation Supplement Pay (See Article XI of the applicable MOU – On-the-job Injury Worker's Compensation Supplement Pay for complete text of Article)

- A. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall receive workers' compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays.
- B. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued compensatory time, or annual leave, in that order.
- C. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any annual leave, or compensatory time, previously accumulated by the employee. The employee shall not accrue annual leave during the period in which the employee receives workers' compensation temporary disability benefits.
- D. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, eighty (80) percent of all annual leave, or compensatory time, expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all annual leave, or compensatory time, expended since the first day of disability shall be restored to the employee's account(s).
- E. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.

- F. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at his or her option, use compensatory time, or annual leave, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above.
- G. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of annual leave earning rates.